

THE BLOOMFIELD CITIZEN.

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BROUGHT TO TERMS.

CHAIRMAN OF THE WATER COMMITTEE UP AGAINST THE LAW.

Forced to Defend Action on His Big Pipe Job—Halsey M. Barrett Called a Hail—Mr. Green Much Chagrined Over the Upset to His Schemes.

The attendance at the adjourned meeting of the Town Council held Monday night was like that on license night. The Council room was crowded and the throng extended far out into the hall way and a number of people gave up any attempt to hear the proceedings.

It was significant that the crowd was in a serious mood and was out to block what to many there looked like a gigantic and fraudulent imposition on the taxpayers, and the applause that greeted Mr. Murray's remarks showed that Mr. Green's design to expend a large amount of public money in an illegal manner was strongly disapproved of by the people.

Mayor Fisher in calling the meeting to order said that the purpose of the meeting was to consider matters relating to the water department, and he called on Councilman Green, chairman of the water committee, for a report.

Mr. Green stated that objections had been made by Mr. Murray to the report of the audit of the water department by S. M. Fisk, and as a consequence Mr. Fisk had been asked to appear before the Council and explain the report and was present for that purpose.

Councilman Murray stated that at a previous meeting he had moved to reject the auditor's report, because in his opinion it was not a true and correct statement and was contrary to the ordinance governing the water department, as it charged \$15,130.19 against the town for water used for public purposes in face of the fact that the cost of all water used for such purposes was provided for in the rate charged private consumers. Mr. Murray asked Mr. Fisk why he had placed these charges against the town in his report.

Mr. Fisk replied that he had endeavored to make a true report of the financial condition of the water department, and had done so in accordance with the information obtained from the records and from the superintendent of the water department. He said he had asked both Chairman Green of the water committee and Chairman Murray of the auditing committee for instructions in regard to the report. Mr. Murray's reply was to the effect that as inasmuch as the auditing committee of the Council had been ignored in the matter of procuring an audit of the water department accounts, and in view of the fact that the intent was to prevent the auditing committee having anything to do with the report, he would not presume to offer anything in the way of instructions to the auditor, and his only interest in the matter was simply a desire for a statement of facts.

Mr. Green, chairman of the water committee, who was the master hand in managing the audit of the water department, and who purposely planned that Mr. Murray should not have a hand in it, among the numerous directions he gave about the make up of the report he did not say a word to the auditor about the existence of a town ordinance providing for the payment of water used for public purposes. Mr. Green has from time to time indulged in a lot of bosh about wanting a true statement of water department finances and about not having a hand in the report, but such utterances are lies. Mr. Green is the father of several reports showing large profits in the water department, and the falsity of all of them has been exposed notwithstanding he resorted to the deceitful practice of trying to bolster up one of his reports with official affidavits. His lying course and deceitful practices in all that pertains to the water department have rendered any statements he may make about water department affairs incredible.

Mr. Fisk said that after learning of the ordinance he revised his report and desired to offer a supplemental document. This supplemental report brought down the alleged profits of the water department to a little over \$4,000. In using the term "profit" in connection with these water reports it is simply mythical. The "profit" does not exist in cash. There is nothing in the bank to the credit of the water department account and Mr. Green himself made an expose of the myth about profits when at a previous meeting he declared in a fit of anger that he did not care whether the water department was making a cent or not, he was going to vote for a contract for the extension of water mains to the full amount of the bids solicited.

Mr. Fisk admitted that if he had been given the proper information his first report would have been somewhat different.

In the course of the debate over the report Mr. Green admitted that the work securing the audit had been purposely

kept out of the hands of the auditing committee. He tried to excuse the breach of Council practice and the discourtesy to the auditing committee on the ground of Mr. Murray's attitude towards previous reports brought in by the water committee. In other words, the water committee was afraid that a report supervised by Mr. Murray would not show a large enough profit to cover the scheme of the water committee, and in order to keep up the deceit about profits it was decided to avoid Mr. Murray's committee in the preparation of the report.

Upon the receipt of the supplemental report and the admission on the part of the auditor that the change in the amount of so-called profits was made to accord with the ordinance, Mr. Murray withdrew his motion.

Mr. Green tried to get the report accepted, but an amendment by Mr. Davis carried and the report was placed in the hands of the auditing committee to inquire into the item of \$9,000 shown for one quarter's receipts. The large showing for that particular quarter is based on meter readings and the auditor got his information from the superintendent of the water department. In order to get a proper investigation of this and other matters in this report Mr. Davis amended Mr. Green's motion and the report was referred to the auditing committee for investigation.

In the course of the debate Mr. Green told of a trip he took to Boston to attend a convention of water department engineers and of the valuable information he had picked up there. At the time Mr. Green took the Boston trip some surprise was expressed that the superintendent of the water department was not given the invitation to attend the convention. The information obtainable at a convention of that kind would have been more serviceable to him than to Mr. Green. The parties who extended the invitation no doubt intended that the superintendent should get it. The talk at the time was that if the superintendent went he would travel in a Pullman, put up at the best hotel and have a grand time free of cost. Mr. Green said Monday night that he paid his own expenses.

After disposing of the auditor's report the Council next proceeded to act on the bid for water main extensions. Mr. Green reported that the tabulation of the bids showed that the Harrison Construction Company was the lowest bidder. (Since that company made its bid it has served notice on the town clerk of a raise in the price of cast-iron pipe and if there is any delay in the awarding of the contract the company will not be held to its original bid.)

Mr. Davis moved the rejection of all bids, as the Council had no funds with which to make a contract, and as a consequence no legal right to make one.

Mr. Green was obstinately determined to make a contract. He contended that the Council had the \$5,000 bond issue and \$4,000 profits in the water department, and by May next the department's profits would be largely increased, and other moneys could be applied to the contract payments.

Mr. Murray favored rejecting the bids because there were no funds available for paying the contractor, as no bonds had been issued, and the Council had no legal right to make a contract, and another reason was that the specifications to which the bidders were confined were not fair to the town. Contractors were confined in the purchase of hydrants, gates, etc., to one firm, and such a limitation was unfair to the town.

Mr. Farrand said it was very clear to him that the safest and wisest course to pursue would be to reject the bids. There was not profit enough in the water department, he said, to pay the cost of Mr. Green's trip to Boston; and, besides, the Council had no legal right to make a contract. The auditor's report had proved nothing and was not satisfactory.

Town Attorney Halfpenny stated very clearly to the Council that it had no legal right to make a contract along the lines proposed.

Mr. Green brushed aside all objections, legal and otherwise, and relying on his four votes proceeded to jam the contract through when Halsey M. Barrett, who was among the spectators, arose and asked the privilege of addressing the Council. Mr. Barrett spoke as follows:

There are two things that a municipality cannot do—two classes of acts—one is a class of acts which they have not been authorized by law to do. For instance, a municipality cannot run trolley lines, steam railroads or sell gas for private consumption, and there are numerous other things which we all know are not within the limitations of a municipal body. In other words, acts which depend upon legislative authority, that is, acts which are not merely incidental to police regulations and maintenance of town government. There is another class which they cannot do—that is, municipal acts which are expressly prohibited by law. The law passed by the Legislature last winter says in so many words that no town in the State of New Jersey

should spend more than \$5,000 for the extension of water mains in any one year; there is a prohibition, and I refer you to your counsel. If I do not state it exactly as it is, there is express prohibition. Now, my opinion of the law, that being the last act of the Legislature, the last word of the Legislature on the subject, is that it controls everything that went before it, and I venture the legal opinion that if you had \$20,000 here in cash, and your treasurer said he had it, and you wanted to spend \$10,000 for extending water mains, while the law stays on the statute books, in the form it is, you could not spend more than \$5,000. Before that law was passed you could use surplus revenues some of them; you could even get authority to spend an unlimited amount by a vote of the tax payers, but until you get that law repealed you have no right to make an appropriation, or make a contract, or accept a bid for \$14,000, than you have for \$14,000; such action by the Town Council would be what is known in law as ultra vires; without authority or beyond power to do. The contractor could be restrained by a property holder from digging up the street in front of his premises. Therefore, I am of the opinion, and I do not say this as a threat; every man here knows I am no bluffer, I make no threats; but, if I were your counsel, I would tell you that I believe every man who votes for such a contract as that would be liable to indictment for malfeasance in office, for undertaking to tie the town to a contract which the Legislature had said it had no power to make, and I believe that is the risk every man who votes for the resolution runs. I do not make this as a threat; I do not know that anybody would bring that question up, but I can assure you I am retained by citizens of this town to see to it that no illegal contract is made with respect to extending these water mains, that just so soon as that resolution is passed I shall file an appeal to the court for a right to review the question and have it adjudicated, that the action is void from the beginning. I do not say this because I object to spending \$15,000 for water mains; I do not. Personally, I am willing you should put a pipe under every street in this town that in your judgment requires it, or where you think it will be an advantage. Personally, I believe the more water mains we have down the more we will invite people to use the streets and build houses upon them; personally I am glad to see the town go forward along lines that will be to its advantage, but personally, and as a citizen and as a friend of every man in this Council, I do not want to see you do an act which the Legislature has stated you have no right to do, and I give you this notice, and warning, in a spirit of personal friendship, not for the purpose of blocking the contract, and if the Legislature should repeal that law next winter I should be glad to see it done, because I think it perfectly absurd and wholly impracticable to tie a town of the size of Bloomfield, Montclair and some of the other towns incorporated under the Vootheer act to any such expenditure as \$5,000; but you have no right to go on record in the face of your counsel's warning, in the face of the law, in the face of my own friendly warning and stultify yourselves and the town of Bloomfield by doing that which the Legislature says you have no right to do.

Mr. Barrett's remarks to the Council were a knock-out blow to Mr. Green. He refrained from further bluffing and did not oppose a motion to lay the matter of awarding the contract over to another meeting. The resignation of Charles W. Powers as superintendent of the water department was taken up. Mr. Green's statement that the latter resignation was a surprise to him was received with cynical amusement. He reported that he had conferred with Mr. Powers about the matter since the resignation was sent in. The superintendent's resignation was accepted and he was hired to take charge of the water department until January 1 at the salary of \$100 per month. The bill to the amount of \$287 for water used in flushing sewers, which was presented for payment at a previous meeting and opposed by Mr. Murray and Mr. Davis, was not brought up again Monday night.

Elks' Memorial Service.
The annual memorial service observed by the Bloomfield Lodge, Order of Elks, will be held in Central Hall to-morrow afternoon. The members of the Order of Elks spare no pains to make the service a solemnly impressive one, and a programme of musical and oratorical exercises has been arranged that will make the occasion one of unusual interest.

C. E. U. Meeting.
The December meeting of the Essex County Christian Endeavor Union will be held Monday night, December 3, in the First Baptist Church. The principal address will be made by the Rev. O. Brewer Eddy, pastor of Trinity Congregational Church, East Orange, who will speak on "The Greatest Opportunity."

BUNCO MAN GONE.

And a Watsessing Woman Menaces the Loss of About \$200—Seymour Granger, a Man with a Career, Charged a Stir in This Town—Had a Great Invention Under Way.

Police Recorder Oadmus has issued a warrant for the arrest of Seymour Granger, whom a domestic formerly at the Watsessing hotel charges with swindling her out of \$200. Miss O'Connor's story as told to the police magistrate is to the effect that she advanced the money to Granger to help him perfect and patent a system of wireless telephony which he claimed to have invented. In return for monetary assistance rendered, Granger promised to make the woman his wife and she was to share in the wealth that was to be his when his invention was put in marketable shape. As a proof of the marriage contract Miss O'Connor showed the magistrate an engagement ring said to have cost \$300 that Granger had placed on her finger.

Chief of Police Collins, who at first slighted Granger up as a fraud and a crook, is of the opinion that the engagement ring is a forgery.

Granger's sudden departure from this vicinity has received an interesting and entertaining character from Watsessing. Granger's record entitles him to a high place among the bunco gentry. He has twice deserted from the British army. He was several times married in England, Canada and the United States, and he served time in a penitentiary. On the other hand, according to letters shown, he has an intimate acquaintance with leading college presidents, electrical engineers and capitalists. The New York World has written up his wireless telephone scheme, and the World article has been of assistance to him.

The new Westinghouse factory in process of construction in Watsessing has attracted wide attention among manufacturers of electrical appliances, and has excited the interest of electrical engineers. It was an electrical engineer of no minor importance that Granger made his debut in Watsessing. He had good form and magnetic vocabulary, and took well to the saloons. He got a job in the new factory and was given charge of a gang of men removing the wooden jacket from the cement walls. Let it should be thought that such mental employment did not comport with what was expected of a high-class electrical engineer, Granger assured his admirers that it was only temporary and he would soon figure in a wider sphere.

Granger had been at work about two weeks when one evening he caused consternation in John McCarthy's saloon by announcing that he had been invested with authority by the Westinghouse Company to stop all work on the new factory, and it would be tied up completely the following day. Mr. McCarthy and others took the announcement sadly and felt that it was a serious blow to Watsessing business interests. Mr. McCarthy got out early next morning and gazed in the direction of the new factory, and was agreeably surprised to see the work going on as usual and everybody working but Granger. Some of the self-styled great electrical engineer's big stories had got to the ears of the management at the works and Granger got the road.

Mr. McCarthy hastily formed an opinion about Granger and he decided at once how to act if the electrical engineer attempted to interest him in a financial way. The consequence was that Mr. McCarthy is not among Granger's heavy creditors, and suffered only to the extent of about seventy-five cents, for which he received ample compensation in reading telegrams and postal cards from eminent men to Granger. Oscar Darting, manager of the Watsessing hotel, did not get off so easily, as Granger made that place his official headquarters.

The experience of being put on the road was not a new one for Granger. He had been there before. In several places where luck had turned against him he had achieved some success with a wireless telephony scheme and he decided to try how the project would take in Watsessing. He made Darting's hotel his headquarters and innumerable telegrams and postals afforded endless topic of discussion. A mysterious phrase conspicuous in the correspondence was "Hold on, hold on." Granger interpreted this admonition to Managers Darting as coming from bankers and electrical men not to sell his invention or any rights in it.

J. J. McCarthy, a friend of Darting's and a man of experience with the world, interpreted the telegrams in a different way and suggested that they meant "Hold on to the boarding house." Finally a climax was reached when a postal card purporting to come from Thomas A. Edison was received offering Granger \$18,000 for his wireless telephone invention.

That a man like Edison would trans-

act an important business matter of that magnitude by postal card was absurd on the face of it. After such a ludicrous offer the wireless telephone project became the subject of jokes and sarcasm. Stories began to get about about Granger. He pushed his suit with Miss O'Connor, got her money and skipped.

Foot-Ball.
The great foot-ball game to which Watsessingites looked forward with such eager interest took place in Morris Park Thursday morning, when the Watsessing defeated the North Ends by a score of 25 to 6. The success of the Watsessing was remarkable when it is considered that Captain Archie Dalley only got his team together a few days before the game, and the eleven had but little practice. The North End team men have been playing throughout the season and was in good form and well up in the new rules, and all the advantage was on their side.

Captain Dalley presented a heavy line-up for the North Ends to break through. On straight line bucking the North Ends would have had no chance whatever to break through the Watsessing line of heavyweights. Their one touchdown was the result of a combination of sensational plays. With the ball one yard from their own goal line early in the first half, the North Ends held Watsessing for down, checking even the mighty attack of Jorammon and McDonough. Then followed a series of lightning plays. Captain Frank Terwilliger kicked out from behind the goal line, Koster, the North Ends' right halfback, secured the ball and tore down the field to Watsessing's ten-yard line, from where O'Connor shot the pigskin to Frank Terwilliger on a forward pass and the latter fell over the line for a touchdown. He also kicked the goal from a difficult angle.

After that there was nothing to it but Watsessing. The big fellows ploughed through the North Ends' line for steady gains, while their own defense was like a Gibraltar. The North Ends did not give up the fight until the game had ended, but their efforts were of little avail and a number of their players were injured in the attempt. James Terwilliger was twice knocked out, while Albert Freygang was battered up so badly that he had to be carried from the field.

The first half ended with the score 6 to 5 in favor of the North Ends. Hambacher made Watsessing's touchdown on a run of twenty-five yards, following a series of heavy assaults upon the North Ends' line. Not many minutes had passed in the second half before Watsessing took the lead. Dalley nipped the ball on a forward pass tried by the North Ends on their own twenty-yard line, and Hambacher once more crossed the chalk mark for a touchdown. Nafie failed to kick the goal.

After the kick-off Watsessing again rushed the ball down the field. Morse helped matters along with a twenty-yard run and Jorammon was pushed over the line for a third touchdown. Koster made another sensational run for North End, but the latter was held on Watsessing's ten-yard line. Captain Terwilliger tried a kick from placement. The ball was blocked by Morse, and the Dartmouth man, assisted by splendid interference, tore down the length of the field for another five points. McDonough scored the last touchdown of the game. The line-up:

NORTH END.		WATESSEING.	
Russell	left end	Nafie	fullback
Freygang	left tackle	Morse	right guard
J. Terwilliger	left guard	Dalley	center
W. Terwilliger	right guard	Young	right tackle
Montgomery	right tackle	W. Elmer	right end
Martin	right end	Jacobus	quarterback
Butum	quarterback	Hambacher	left halfback
O'Connor	left halfback	H. Elmer	right halfback
F. Terwilliger	right halfback	McDonough	fullback
Koster	fullback	F. Elmer	left halfback
Binder	left halfback	Jorammon	right halfback

Time of halves—25 minutes; touchdowns—J. Terwilliger, Hambacher, Jorammon, Morse; goal from touchdowns—F. Terwilliger. Attendance—1,900.

Silver Wedding.
Mr. and Mrs. John Ross of 19 Linden avenue celebrated the twenty-fifth anniversary of their wedding day Tuesday night with a silver wedding. A large number of guests were present from different parts of the State. The parlor decorations were potted plants and chrysanthemums.

Mrs. Ross was assisted in receiving the guests by Miss Mary Conlan and Mrs. Charles J. Flannagan. Many handsome presents of silverware and cut glass were received by the couple. The evening was spent in music and dancing, and a collation was served by a caterer.

Mr. and Mrs. Ross were married November 27, 1881, by Rev. Joseph M. Haridello, pastor of the Church of the Sacred Heart. The couple have a large circle of friends. They have four sons and one daughter.

Tula K. Sold.
J. Gilbert Brady has sold his well known trotting mare Tula K. to Patrick Bergen, and the mare has been taken to England for racing purposes. Mr. Brady is in the market to purchase another horse.

COUNTY PARKS.

IMPORTANT MEETING OF THE COUNTY PARK COMMISSIONERS TUESDAY.

Assemblyman Charles R. Underwood Proves Bloomfield's Claim to a Part of the Park Funds—George W. Wiedenmayer of Newark Opposes a Park in Bloomfield as Unnecessary—Irvington's Claim Conceded without Question.

The Park Commission conferred Tuesday afternoon with George W. Wiedenmayer and Assemblyman Charles R. Underwood and George F. Serbe for the purpose of ascertaining what the understanding was last winter when the Legislature passed the bill authorizing the issue of \$300,000 park bonds, subject to a referendum vote, regarding the allotment of the proceeds of the issue among the municipalities wherein the parks were to be located. One of the parks is to be located in the Twelfth ward, Newark; one in Bloomfield and one in Irvington. Mr. Wiedenmayer appeared for the proposed Riverside Park in the Twelfth ward, Newark; Mr. Underwood was present as the Assemblyman representing Bloomfield and Mr. Serbe represented Irvington in a similar capacity.

The Park Commissioners had nothing to do with the passage of the enabling act through the Legislature, its position being that it had already been treated generously in the way of bond issues and future demands should come from the people. The initiative in this instance came from improvement societies below the railroads and consequently the board was not fully aware of what the arrangement was regarding the splitting of the \$300,000 when Bloomfield and Irvington came in on the scheme.

Mr. Wiedenmayer claimed that \$300,000 was to be used for laying out the Twelfth ward park, Newark. Assemblyman Wm. P. Martin, who was leader of the Essex Assembly delegation last winter, sent a letter saying that his understanding of the agreement whereby the entire delegation voted for the bill provided that \$175,000 was to be spent on the proposed Newark park, \$20,000 for a breathing spot in Bloomfield and \$10,000 to go to Irvington, leaving \$55,000 to be spent at the discretion of the commission.

Mr. Serbe said that Mr. Martin was right except that Irvington was to get more than \$10,000. Mr. Underwood's understanding coincided fully with that of Mr. Martin. Mr. Wiedenmayer said it was news to him that Bloomfield was to get any of the money. As far as his knowledge of conditions in that municipality extended, the need for a breathing spot in it was not very acute, he said. The bill in its original form, Mr. Wiedenmayer added, provided that the Board of Freeholders should issue \$300,000 of bonds to provide funds for laying out a park and play ground in the Twelfth ward, Newark.

By the insistence of persons ill acquainted with the pressing needs of a breathing spot in that section, Mr. Wiedenmayer continued, a referendum clause was appended to the bill, and unscrupulous speculators had purchased the most available site, a tract bounded by Market, Chambers and Frederick streets and Passaic avenue, in the interim between the passage of the bill and its approval at the polls. Cheap, flimsy frame houses were now being erected on the plot, Mr. Wiedenmayer said, and it was not hard to see what the present owners contemplated doing when the board attempted to buy the property. The thing was nothing short of an outrage, declared Mr. Wiedenmayer, who added he had foreseen such a condition and had opposed a referendum vote for the reason that it gave speculators an opportunity to get options and buy. It was absolutely necessary that at least \$300,000 be spent on the Newark park Mr. Wiedenmayer said.

Mr. Serbe agreed that the need for a breathing spot in the Twelfth ward, Newark, was pressing. It is understood that John O. Olmsted of Olmsted Brothers, the landscape architects and engineers, who has been retained by the commission to pick out sites for the proposed parks, has said that the tract suggested for the Twelfth ward park could not be converted for \$175,000. He looks favorably on the tract recommended by Mr. Wiedenmayer and his associates. A good part of it is in its native state, it is near a congested quarter, and fronts on the Passaic river.

The board received a petition from owners of property in Montclair, adjoining the Eagle Rock reservation, protesting against the board condemning property on the crest of the mountain for park purposes. The owners agreed to keep the property restricted and in harmony with the surroundings, but the commissioners decided that it was best to control the property outright.

Musical Instruction.
Piano instruction given at residence or at home. Terms reasonable. Miss Minnie Birch, No. 25 Almira street, Bloomfield.—Advt.